BANGALORE METROPOLITAN TRANSPORT CORPORATION

Central Offices:: Shanthinagar:: Bangalore

Proceedings of the Pre-Bid meeting held on 05.12.2023 regarding Selection of Service Provider for Procurement, Operation and Maintenance of 12 mtr, 320 Nos. low floor, 400mm floor height city type AC Electric Buses on Gross Cost Contract (GCC) Model under the scheme Special assistance to States for capital investment 2023-24.

Tender No :BMTC/2023-24/SE0153/CALL-2 Dtd.05.12.2023

Present:

Sl. No.	Committee Members
1	Chief Mechanical Engineer, BMTC
2	Controller of Stores & Purchase, BMTC
3	Chief Accounts Officer-FA, BMTC
4	Chief Civil Engineer, BMTC
5	Divisional Mechanical Engineer, C.O. BMTC
6	Assistant Mechanical Engineer, C.O. BMTC

Sl No	Companies
1	M/s. Evey Trans Pvt. Ltd.
2	M/s.JBM Auto Ltd.
5	M/s. PMI Electro Mobility Solutions (virtually attended)
6	M/s.Ohm Moblity / M/s. Switch Mobility (virtually attended

The Chief Mechanical Engineer, BMTC welcomed the committee members and also the representatives of the companies and informed that the Tender No :BMTC/2023-24/SE0153/CALL-2 Dtd.05.12.2023 was floated for Selection of Service Provider for Procurement, Operation and Maintenance of 320 Nos. low floor, 400mm floor height city type AC Electric Buses on Gross Cost Contract (GCC) Model under the scheme Special assistance to States for capital investment 2023-24, documents related to tender terms and conditions are available in the e-procurement portal.

The queries submitted by the firms and the decision of BMTC are as under:

Sl. No.:	Clause No	Page No.:	Tender clause description	Request for change/ clarification for	Decision of BMTC
			PMI Electro Mobility Solutions Pvt Ltd.,		
1		Volume I Page No 6	Amount INR 1.50 Crore (INR One crore and fifty lakhs only) shall be submitted in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid	Please allow DD/NEFT/RTGS Also Provide BG format under annexures	EMD Bank Guarantte format is enclosed at Annexure-1

2		Volume III Page no 30 Point 5.4.2	Any and all advertisement on the Buses would be the sole discretion of the Authority during the period of the Contract. The placement of all the advertisement shall be the decision of Authority. The revenue generated through advertisement shall be property of Authority	Any and all advertisement on the Buses would be the sole discretion of the Authority during the period of the Contract. The placement of all the advertisement shall be the decision of Authority. The revenue generated through advertisement shall be property of Bidders	Adhere to Tender Condition
3		Volume III Page no 50 Point 13.9.1	Delay in Supply of buses In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of INR 1500/- (Indian Rupee one thousand five hundred only) plus applicable taxes for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such bus.	Delay in supply of Buses. In the event the Service Provider is unable to supply any Bus as per this Article 13, for reasons not attributable to the Authority the Service Provider shall pay Damages of INR 1500/- (Indian Rupee one thousand five hundred only) plus applicable taxes for each day of delay for each Bus (whose procurement is delayed) till the date of procurement of such bus. Such penalty shall be capped at Rs.30,000 per Bus	Adhere to Tender Condition
4		Volume III Schedule G Page no 157	Release of Order: M Prototype delivery of bus: M + 60 days First Lot : Within 3 months from date of supply of prototype Delivery of 100% of tendered vehicles: Within 6 months from the date of supply of prototype	Release of Order: M Prototype delivery of bus: M + 90 days First Lot : Within 6 months from date of supply of prototype Delivery of 100% of tendered vehicles: Within 9 months from the date of supply of prototype	Adhere to Tender Condition
5		Technical Specification (Volume III) Clause No – 4 (IX) Page No - 2	The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day	The battery shall have the capacity to operate 170 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day.	Adhere to Tender Condition
6		Technical Specification (Volume III) Clause No – 17.12 Page No - 7	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30o of the longitudinal axis of the bus. As per CMVR & IS 9760- Ring Type	Heavy duty 1.2 times (minimum) the kerb weight of the bus with 30o of the longitudinal axis of the bus. As per CMVR & IS 9760- Type as per manufacturer.	As per manufacturer's design
			JBM		
7	SCHEDULE-G	157 of MSA	1. Release of Order- M 2. Prototype delivery of bus- M+60 3. First lot- Within three months from the date of supply of prototype bus 4. Delivery of 100% of tendered vehicles- Within six months from the date of supply of prototype bus	We request authority to Kindly accept the below timelines since there are upgradation in BMTC tender from our existing model and we have design vehicle as per the requirement of BMTC- 1. Release of Order- M 2. Prototype delivery of bus- **M+90** 3. First lot- Within **four** months from the date of supply of prototype bus 4. Delivery of 100% of tendered vehicles- Within **Seven** months from the date of supply of prototype bus	Adhere to Tender Condition

8	EMD Submission	12 of V1	Bidders shall submit, along with their Proposal, Bid Security of INR 1.50 Cr (Indian Rupees One Crore Fifty Lakh only) in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid.	Bidders/**Associate of the bidder(OEM)** shall submit, along with their Proposal, Bid Security of INR 1.50 Cr (Indian Rupees One Crore Fifty Lakh only) in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid.	Adhere to Tender Condition
9	13.4.1	48	The Service Provider shall, no later than 90 ninety days from the Appointed Date, provide to the Authority 3 (three) copies of the Designs and Drawings of the Prototypes, as specified in Schedule-F. The Service Provider shall also share homologation certificate and any propriety information forming part of Designs and Drawings of the Prototype.	Requesting the authority that all the required drawings will be submitted at the time of prototype submission	Agreed
10	1.2	158	The Authority shall conduct, or cause to be conducted, adequate trial runs of Prototypes to determine their compliance with Specifications and Standards, requirements and Safety Requirements.	Requesting the authority to consider submission ofTest certifications of relevant test standards instead of trials runs	Clause deleted
11	2	2	Electrically propelled Bus using electric propulsion System as per AIS 038, AIS 048 & AIS 049 as amended time to time.	Requesting the authority to remove AIS 048 from the requirements of the standards as it has been discontinued by AIS from December 2022	Agreed
12	4	2	VII. Safety–Short circuit/ Over Temperature / Lightening Protection as per CMVR.	Requesting the authority to share the relevant lightening protection standard to be complied with	Lightening Protection - As per manufacturer's design
13	4	2	IX. The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day	Requesting the authority that the vehicle range in single charge should be calculated as per AIS 040 test standards	Adhere to Tender Condition
14	12	3	The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day		
15	17	13	XVII. Bus manufacturer needs to provide lifetime warranty for the battery, electric motor, and controller. Smaller repairs had to be resolved in six hours while system faults with battery, electric motor and controller have to be corrected within 48 hours. The warranty also requires the manufacturers to replace batteries when the state of charge (SOC) falls below 80 percent.	Requesting the authority that the battery warranty will be 5 years or 3,50,000 km (whichever is earlier) and the motor and controller warranty shall be 3 years or 2,10,000km (whichever is earlier)	Adhere to Tender Condition

16	18	13	XVIII. Manufacturers need to meet high safety standards for battery packs. These standards include a protection level that is no less than IP67—which represents a high water and dustproof battery pack—and satisfactory operation safety in extreme temperatures ranging from 0 to 65°C.	Requesting the authority that the battery packs should have satisfactory operations in the temperature ranging from 0 to 55 °C.	As per manufacturer's design
17	15.6 (A)	5	35 numbers for Standard (12-meter) bus excluding driver and space for one wheelchair with provision for seat belt, wheelchair anchorage along with locking facility, wheel chair ramp etc.	Requesting the authority to allow 33 high back passenger seats or 35 standard Plastic moulded seats taking benchmark from currently running 12M LF Buses.	Adhere to Tender Condition
18	11	Vol. 1 Page #11	A total of four (04) depots i.e. Depot-7 (SubhashNagar), Depot-13 (Katriguppe), Depot-18 (Whitefield) and Depot-25 (HSR layout) are identified by the authority at present for 320 AC low floor, 400mm floor height electric bus operations.	We request clarification from the authority regarding the number of buses at each depot (Subhash Nagar, Katriguppe, Whitefield, HSR)."	The details will be provided for successful bidder.
19	6.1.1.C	MSA Page #32	Provide land (along with any buildings, constructions or immovable assets, if any, thereon), free from encumbrances, on license for setting up and operating Maintenance Depots in accordance with the provisions of this Agreement	The Authority is requested to provide clarification on the availability of the following basic infra in the allotted depots (Subhash Nagar, Katriguppe, Whitefield, HSR) such as inspection No. of service pits and bays,work shop utility room, Washing Platform with shed and adequate water storage, driver rest room, training room, office area, parts warehouse space, covered body shop area, tire repair area and alignment pit, tire storage yard, secure boundary Developed. RCC parking yard with security station wall and separate entry and exit gates, adequate highmast lighting, bore-well, water and electricity connections, etc.	The identified existing operartional depots will be handed over to sucessful bidder in as is where is condition.
20	17.25.7	MSA Page#71	The Service Provider shall be responsible, at its own cost and expense, for construction, operation and maintenance of all infrastructure, plant and machinery inside the Maintenance Depots. Existing depots will be provided to service provider as is where is condition. The Bidder may visit the identified depots		
EVEY					
21	Volume -1 Instruction to bidders	Page No 26	j. Interested Bidder who wish to participate in this RFP shall pay EMD as Bid security of INR 1.50 Cr (Indian Rupees One Crore Fifty Lakh only) in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid.	j. Interested Bidder who wish to participate in this RFP shall pay EMD as Bid security of INR 1.50 Cr (Indian Rupees One Crore Fifty Lakh only) in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid or **through Online payment**	Adhere to Tender Condition

22			SPV Formation: New clause to be added.	Execution of E Bus contracts through the SPVs is very common practice in Indian Electric Bus GCC contracts and in fact this mechanism is mandated by NITI Aayog through their Model Concessionaire Agreement of FAME II Gross Cost Contracts of Department of Heavy Industries, GoI. A Special Purpose Vehicle (SPV) used for implementation of a particular project would have an advantage of segregation of project assets, a Specific Escrow account for the receipt/payment of revenue and expenditure concerned to the project, easy procurement of Project Finance, easy creation of Charge on the Assets of the Company (for financing the project) related to the project and assigning substitution rights related to the project in favor of the Lender concerned. Also, various lenders like REC, SBI and Yes Bank are also in a view to encourage the SPV(s) rather to fund multiple projects under one company name (Parent Company) as they wish to safe guard their project from other lender funded projects. In case if the funding is facilitated under one company name for different STU projects, any delay or non-receipt of operational payments under any of these contracts may impact the project funded by other Lender. Thus, to avoid the financial hurdles, SPV(s) are ideal solution to ring fence the project.	Not accepted
23	Field Trial Run: New clause to be added.		Prior to Opening the Financial bids, the Technically qualified bidders are required to perform the Trial run/Proof of Concept in Bangalore city with the offered model i.e, 12m Low-Floor Electric bus as per the routes desired by BMTC for a minimum period of 2 days as per following conditions: - Range in Single charge shall be 200 Kms @ 80% SOC for 12m LF AC Electric Bus. - Load shall be 3750 Kg for 12 Meter bus (75 Kg * 50 Passengers). - Field trials shall be performed with the routes having higher number of Passenger stops and bus will stop at the desired Passenger Stop for at least 01 Minute.	Request to consider	Not accepted
24	Volume 1 RFP Document	Page No.37 of RFP	Annexure – 9: Operations plan write up	**Will be provided post award of LOA.**	Agreed

25	Volume II Technical Specifications	Page No.4 of Tech Spec	15.3 Insulation: FR grade material as per IS 15061 FR Grade material glass wool, PU foam or thermocol: As per AIS:052.	Request to consider as per AIS 052.	As per manufacturer's design
26	Volume II Technical Specifications	Page No. 8 of Tech Spec 45. Stickers & Branding	Graphics for Electric, Monogram, brand etc., be done by using good quality reflecting stickers as per choice and design of BMTC. One set of blue signage stickers be provided in the saloon portion mentioning seats for ladies, physically challenged ladies, physically challenged men, senior citizen, emergency door, no smoking and red colour cross mark for door glass. Radium stickers with BMTC monogram be provided on either side of the vehicle and on the rear side as BMTC in kannada, BMTC sign be provided on front grill, all the letterings shall be in kannada, type, size and colour and location as per BMTC requirements. One chart showing the chassis details be screen printed below waist rail by the side of front door.	Emergency Door Sticker cannot be provided as Emergency door is not provided being a city bus.	Agreed
27	Volume II Technical Specifications	Page No. 7 of Tech Spec	39. Emergency/Panic Buttons: Panic button to be provided to each row of seat as per AIS 140	(Panic Button provided every 2 meter as per AIS 140)	Panic button to be provided as per AIS-140
28	Volume II Technical Specifications	Page No. 8 of Tech Spec	Inverter: As per manufacture design to meet the electrical requirement of passenger for charging of Mobile/Laptop be provided by the bidder	Instead of Inverter, USB charger is provided for mobile charging. Laptop charging is not recommended with inverter due to High voltage in Passenger compartment. It is a safety concern	Instead of Inverter, USB charger is provided for mobile charging. Laptop charger- clause deleted
29	Volume III Master Concession Agreement	Page No 88 Clause No. 22.6 Payment for Excess kilometre:	22.6.1 Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X 0.5]	22.6.1 Payment for excess kilometre = [(Actual kilometres Operated by all available buses within contracted buses for the six month period– (Assured km of all contracted buses for the six month period)) X PK Fee X ~~0.5~~1.0]	Adhere to Tender Condition

30	Volume III Master Concession Agreement	Page No 88 Clause No. 22. Payment for underutilized kilometre:	22.5.1 Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]	22.5.1 Payment for underutilized kilometres: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X ~~0.5~~1.0]	Adhere to Tender Condition
31	Volume III– MSA	ARTICLE 5 OBLIGATIONS OF THE SERVICE PROVIDER	5.4 Advertisement and Branding of Buses: The revenue generated through advertisement shall be property of Authority.	5.4 Advertisement and Branding of Buses: The revenue generated through advertisement shall be ~~property of~~ 100% to ~~Authority~~Operator.	Adhere to Tender Condition
32	Volume III of MSA	Page No 157 of MSA	Delivery Timelines Schedule – G 1. Release of Order - M 2. Prototype delivery of bus - M+ 60 days - 01 3. First lot - Within three months from the date of supply of prototype bus -159 4. Delivery of 100% of tendered vehicles - Within six months from the date of supply of prototype bus -160	Delivery Timelines Schedule – G 1. Release of Order - M 2. Prototype delivery of bus - M+ 60 days - 01 3. First lot - Within three **Six** months from the date of supply of prototype bus -159 4. Delivery of 100% of tendered vehicles - Within six **Nine** months from the date of supply of prototype bus - 160	Adhere to Tender Condition
33	Volume III– MSA	Page No 27 of MSA	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **2 months**estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to Tender Condition
34	Volume III– MSA	Page No. 31 of MCA	Clause 5.10.2 in Master concession Agreement: Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to depot gate.	Existing depots will be provided to service provider as is where is condition and BMTC will be providing 11KV line up to **Metering cubicle room**.~~depot gate.~~	Adhere to Tender Condition
35	Volume III– MSA	Page No. 31 of MCA	5.10.3 in Master concession Agreement: The Service Provider also agrees that the Authority is only responsible for providing the upstream connectivity from the nearest sub-station to the Maintenance Depot	The Service Provider also agrees that the Authority is only responsible for providing the upstream connectivity **through dedicated feeder** from the nearest sub-station to the Maintenance Depot.	Adhere to Tender Condition
36			Not Specified in RFP, New clause to be added	All municipal approvals for developing charging infra shall be in the scope of Authority.	

37			Not Specified in RFP, New clause to be added	Authority shall provide the upstream power connection. Security deposit and approvals if required any for upstream power connection at depot or at any other location shall be in the scope of Authority.	Not accepted
38			Not Specified in RFP, New clause to be added	Authority shall provide LT meters for utility power consumption by operator during operation and maintenance of buses.	
39			Not Specified in RFP, New clause to be added	Authority shall provide dedicated levelled space for parking and maintenance of buses	
40			Not Specified in RFP, New clause to be added	Authority shall bare increase in taxes/introduction of any new taxes if any during the contract period.	
41	Volume – 1 RFP	Page No. 11 of RFP document	Clause 5.9 Termination for Default in RFP: BMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, terminate the Contract in whole or part: If the bidder fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or If the bidder fails to perform any other obligation(s) under the Contract.	Request to kindly delete the clause.	Adhere to Tender Condition
42	Volume – 1 RFP	Page No. 16 of RFP document	21.5 Failure to Abide by the Master Service Agreement: The conditions stipulated in the MSA shall be strictly adhered to by the Service Provider and any violation thereof by the Service Provider may result in termination of the Master Service Agreement without prejudice to any rights available to Authority upon such termination as set forth in the Agreement.	21.5 Failure to Abide by the Master Service Agreement: **Termination shall happen for material breach.**	Adhere to Tender Condition

43	Volume – 1 RFP	Page No.17 of RFP Document	21.6 Amount to be Recovered for Incomplete Tenure: a) If during the Period the MSA remains in force, the Authority has reasons to be dissatisfied with the execution of MSA and/or the performance of the Service Provider, the Authority may by notice in writing call upon the Service Provider to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Service Provider fails for a period of thirty (30) days after the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Authority, then the Authority shall serve a further thirty (30) days' notice to the Service Provider in writing and on failure of the Service Provider to follow the orders in said notice and notwithstanding anything contained in the MSA to the contrary, the Authority shall have a right to terminate the MSA by giving the Service Provider a final fifteen (15) days' notice in writing and the MSA shall on expiry of the said notice period stand terminated without prejudice to the right of the Authority to forfeit the Performance Security provided for the MSA.	21.6 Amount to be Recovered for Incomplete Tenure: a) If during the Period the MSA remains in force, the Authority has reasons to be dissatisfied with the execution of MSA and/or the performance of the Service Provider, the Authority may by notice in writing call upon the Service Provider to remove the cause of such dissatisfaction in the way to be indicated in the notice and if the Service Provider fails for a period of ~~thirty~~ ~~(30)~~ ~~days~~Sixty (60) Daysafter the receipt of such notice to remedy such cause of dissatisfaction to the satisfaction of the Authority, then the Authority shall serve a ~~thirty~~ ~~(30)~~ ~~days~~ 45 days' notice to the Service Provider in writing and on failure of the Service Provider to follow the orders in said notice and notwithstanding anything contained in the MSA to the contrary, the Authority shall have a right to terminate the MSA by giving the Service Provider a final fifteen (15) days' notice in writing and the MSA shall on expiry of the said notice period stand terminated without prejudice to the right of the Authority to forfeit the Performance Security provided for the MSA.	Adhere to Tender Condition
44	Volume -1 RFP document	Page No 17 of RFP	22. PERFORMANCE SECURITY: The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	22. PERFORMANCE SECURITY: The Successful Bidder shall furnish, within ~~twenty~~ ~~one~~ ~~(21)~~ Forty Five (45) daysof the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of ~~5%of~~ ~~the contract value~~Rs. 50,000 per bus covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	Adhere to Tender Condition
45	Volume – II MSA	Page No 50 of MSA	13.9.2 If the supply of any Bus is delayed by a period exceeding 60 (sixty) days or as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.	13.9.2 If the supply of any Bus is delayed by a period exceeding ~~60~~180 daysor as per mutually agreed delivery schedule as provided in the supply Schedule or if the Damages payable by the Service Provider for such delay in supply of Buses cross 10% (percent) of the Performance Security, notwithstanding anything provided in this Agreement, it shall be regarded as an Service Provider Event of Default.	Adhere to Tender Condition

46	Volume – II MSA	Page No 89 of MSA	22.7 Revision of Fee 22.7.1 The Basic Quoted Rate per Kilometer for Hiring of Electric AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower	22.7 Revision of Fee 22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ ~~1.0%~~2% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower	Adhere to Tender Condition
47	Volume – II MSA	Page No 76 of MSA	20.4.3 The Service Provider agrees that the Reliability for the Buses determined in accordance with Clause 20.4.2 shall be equal to or less than 0.5	20.4.3 The Service Provider agrees that the Reliability for the Buses determined in accordance with Clause 20.4.2 shall be equal to 1or ~~less than 0.5~~	Adhere to Tender Condition
48	Volume – II MSA	Page No 88 of MSA	22.5.5 In case kms cancelled due to breakdowns, accidents, vehicle repair etc such km shall not be considered as bus kms and for under utilized kms.	Request to consider cancelled upto break down points to be considered in bus kilometers	Adhere to Tender Condition
49	Volume – II MSA	Page No 88 of MSA	22.5.3 In the event of the Service Provider not making available the full fleet, the payment will be restricted to the actual fleet made available. The Service Provider will be entitled for Minimum Half Yearly Assured Payment Amount only if he has maintained 95% fleet availability every month.	Except for force majeure and any reasons which are not attributable to operator	Fleet availability to be 100%
50	Volume – II MSA	Page No 92 of MSA	23.3.3 The driving training simulator to be provided by the Service Provider shall be a computer controlled visual system showing the road and signals ahead and interfaced with the driver's controls.	On Bus training will be provided. Simulator training is not provided	Agreed
51	Volume – II MSA	Page No 113 of MSA	32.4 Other rights and obligations of the Authority: Upon Termination for any reason whatsoever	32.4 Other rights and obligations of the Authority: For reasons attributable to operator	Adhere to Tender Condition
52	Volume – II MSA	Page no 161 to 163 of MSA	Schedule: I	Schedule: I: Request to kindly delete	As per OEM maintenance schedules

53	Volume II of MSA	Page No 20 of MSA	4.3 Deemed Termination upon Delay: Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before 200 (Two Hundred) days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.	4.3 Deemed Termination upon Delay: Without prejudice to the provisions of Clauses 4.2 and 4.3, and subject to the provisions of Clause 9.2, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, before ~~200 (Two Hundred)~~400 days from the date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Service Provider, the Performance Security of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.	Adhere to Tender Condition
54	Volume II of MSA	Page No 19 of MSA	4.1.2 The Conditions Precedent required to be satisfied by the Service Provider from the date ofthis Agreement and/or receipt of LOA and prior to the Appointed Date shall be deemed to have been fulfilled when the Service Provider shall have (a) Registered office in Bengaluru city; (b) provided Performance Security to the Authority within 21 (twenty one) days of receipt of the LOA pursuant to Article 9; (c) procured if required for the Service Provider the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and	The Operator may, upon providing the Performance Security to the Authority in accordance with Article 9, at any time after 15 (fifteen) days from the date of this Agreement or on an earlier day acceptable to the Authority, by notice require the Authority to satisfy the Condition Precedent set forth here within a period of 90 (ninety) days of the notice, and the Condition Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have: (a) procured for the Operator the Right of Way to the Depot Site in accordance with the provisions of Clause 10.3.1; and [(b) procured all Applicable Permits required to be procured by the Authority as specified in Schedule- C, including those relating to environmental protection and conservation of the Site.	Adhere to Tender Condition

55	Volume II of MSA	Page No 150 of MCA	Schedule – C: Applicable Permits	Request to consider following permits in Authority scope: a) Permits for Building Plan in accordance with the applicable State Act and by-laws (b) Insurance for Depot, Electrical & Civil Infrastructure and other Authority owned assets related to Agreement (c) Permission of State Government for extraction of boulders from quarry (d) Permission of Pollution Control Board for installation of crushers (e) Permission of State Government for drawing water from nearby river/reservoir (if needed) (f) Permission of State Government for cutting of trees	Adhere to Tender Condition
56	Volume II of MSA	Page No 97 of MSA	27.2 27.2.1 (b) any deposit by the Authority to maintain an amount equivalent to 1 (One) month estimated Fee in the Escrow Account.	Request to consider minimum 2 Months Escrow balance	Adhere to Tender Condition
57	Volume II of MSA	Page No 113 of MSA	32.4 Upon Termination for any reason whatsoever, the Authority shall: (a) take possession and control of the Buses and Maintenance Depots forthwith;	Upon Termination for any reason whatsoever, the Authority shall: ~~(a) take possession and control of the Buses and Maintenance Depots forthwith;~~ Request to delete Point (a)	Adhere to Tender Condition

58	Volume II of MSA	Page No. 52 of MSA	14.1.4The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Service Provider shall pay to the Authority as Damages, INR 5,000/- (Indian Rupee Five Thousand) per bus per day of delay until all items of the Punch List are rectified.	14.1.4 The Authority Representative shall submit an inspection report for each Bus specifying the defects and deficiencies that shall be rectified by the Service Provider in conformity with the Specifications and Standards (the "Punch List"). The Service Provider shall, no later than 15(fifteen) days, rectify each item in the Punch List and notify the Authority of the same. The Authority may, in its discretion, inspect the Bus within 10 (ten) days thereof and in the event that any defect or deficiency specified in the Punch List shall have remained without rectification thereof, the Service Provider shall pay to the Authority as Damages, ~~5,000~~INR 1,000 per bus per day subject to maximum of Rs. 10,000/- per busof delay until all items of the Punch List are rectified.	Adhere to Tender Condition
59	Volume II of MSA	Page No.53 of MCA	14.3 Damages for delay Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) for delay of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them.	14.3 Damages for delay Subject to the provisions of Clause 12.5, if COD does not occur prior to the 91st (ninety first) day/ or as per mutually agreed due date after the approval of prototype of the Buses, unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Service Provider shall pay Damages to the Authority in a sum calculated at the rate of INR 1500/- (Indian Rupee one thousand five hundred Only) **Subject to max of Rs. 10,000/-**for delay of each day until COD is achieved from the monthly payment to the Service Provider/ Performance Security submitted by them.	Adhere to Tender Condition
60	Volume II of MSA	Page No 79 of MSA	20.13 Other Key Performance Indicators to be complied by the Service Provider	20.13 Other Key Performance Indicators to be complied by the Service Provider **Penalty subject to Maximum of Rs. 10,000/- per bus.**	Adhere to Tender Condition

61	Volume II of MSA	Page No 62 of MSA	17.3.4 The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority with adequate inventory for a period of 6 (six)months.	17.3.4 The Service Provider shall maintain a sufficient inventory of Consumables and Spares for timely repair and maintenance of Buses in conformity with its Maintenance Obligations and shall ensure that upon Termination, hand over such spares and consumables to the Authority on **chargeable basis**~~with adequate inventory~~for a period of 6 (six)months.	Adhere to Tender Condition
62	Volume -1 RFP Document	Page No.7 of RFP Document	1.8 The Fares will be collected through a variety of options on-board and off board like cash, smart card, QR Code, etc as tickets, passes etc. An integrated ticketing system valid across the network of Stage Carriage Services is also envisaged to be introduced at a later date of the Period of Contract. On-board, off-board collection and any other revenue stream including advertisement revenue for corresponding buses shall be retained by the Authority. The Service Provider shall take responsibility of taking up suitable modifications in his buses depending upon the fare collection method chosen by the Authority.	Operator will provide the provision for installing Onboard Ticketing device and Authority shall provide on board Ticketing device.	Adhere to Tender Condition
SWITCH MOBILITY PVT LTD.,					
63	Volume I / Section 2 4. ELIGIBILITY OF THE BIDDERS	9	2.Should have manufactured 80% of the tendered quantity i.e., 256 Nos buses of any electric bus model, cumulative in the last three financial years. Should submit copies of Invoices/Delivery Completion certificates	2.Should have manufactured 80% of the tendered quantity i.e., 256 Nos buses of any electric bus model, cumulative in the last three financial years. Should submit copies of Invoices/Delivery Completion certificates/**Monthly Operating Invoices**	Adhere to Tender Condition
64	Volume I / Section 2 4. ELIGIBILITY OF THE BIDDERS	9	3.Should have type approval/ homologation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989 of 12 Mtr AC 400mm Floor Height Low Floor electric bus. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR. The type approval certificate of the offered model to be submitted during proto type bus inspection.	3.Should have type approval/ homologation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989 of **any one**12 Mtr AC ~~400mm Floor Height Low Floor~~ electric bus. Should submit copy of the type approval/ homologation Certificate issued by authorized testing agencies under rule 126 of CMVR. The type approval certificate of the offered model to be submitted during proto type bus inspection. **Bidder shall submit an undertaking to submit offered model Homologation certificate to be submitted at the time of Prototype Inspection.**	Adhere to Tender Condition

65	Volume I / Section 2 22.PERFORMANCE SECURITY	17	22.1 The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of 5% of the contract value covering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	22.1 The Successful Bidder shall furnish, within twenty one (21) days of the issue of Letter of Acceptance (LOA), an unconditional Bank Guarantee (BG) from a Nationalized Bank or Scheduled Bank, for an amount of ~~5% of the contract value~~Rs. 50,000 per Buscovering performance obligations and valid for a period of 90 days beyond the date of completion of the contract period.	Adhere to Tender Condition
66	Volume I / Section 2 22.PERFORMANCE SECURITY	18	22.2 BMTC will be providing a subsidy of Rs. 46,87,500/- (Indian Rupees Forty six lakh eighty seven thousand and five hundred only) per bus to the successful bidder. The BG shall be furnished for an amount equivalent towards subsidy given by BMTC per bus towards Subsidy Performance Security (as and when released by BMTC), valid for a period of 5 (five) years from the date of submission of BG.	Kindly request you to consider 20% reduction year on year on the Subsidy Performance Security	Adhere to Tender Condition
67	Volume I / Section 3 Annexure 09	37	Operations Plan Write Up	Kindly request you to consider Annexure 09 post award of LOA	Agreed
68	Volume II Technical Specifications for 12m single decker buses	2	VI. Charging Time less than 2 hours- overnight charging	VI. Charging Time less than ~~24hours-~~ overnight charging	Adhere to Tender Condition
69	Volume II 12. Charging Range	3	The battery shall have capacity to operate 200 kms in single charge at 80% SOC and opportunity charging of 45 minutes with assured kms of 225km per day	The battery shall have capacity to operate 200 kms in single charge at 80% SOC **as per AIS 040** and opportunity charging of 45 minutes with assured kms of 225km per day	Adhere to Tender Condition
70	Volume II 38. Hooter	7	1 No of Hooter(Audio Visual Alarm) with red blinking lights and connection in side indicator RH and LH. Category 6 lamps as per requirement of CMVR & AIS:052 with required sound level. It is clarified that as per new AIS-052 requirements, hooter is essential for safety of passengers.	Kindly request you to delete this requirement since it is not required for Type-I Buses	To be provided as per AIS-052
71	Volume II 39. Emergency/Panic Buttons	7	Panic button to be provided to each row of seat as per AIS 140	Panic button to be provided ~~to each row of~~ seat as per AIS 140	Panic button to be provided as per AIS-140

72	Volume II 44. Inverter	8	As per manufacture design to meet the electrical requirement of passenger for charging of Mobile/Laptop.	Kindly request you to delete this requirement	Instead of Inverter, USB charger is provided for mobile charging. Laptop charger- clause deleted
73	Volume III 13.6Supply of Prototype	Page 49 of 209	13.6.1 The Service Provider shall, no later than 60 (Sixty) days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	13.6.1 The Service Provider shall, no later than ~~60 (Sixty)~~180 (One Hundred and Eighty)days or as per the mutually agreed delivery schedule from the Appointed Date, supply a Prototype bus (ensuring registration formalities are completed) and demonstrate to the Authority, tests and trials to be conducted in accordance with the provisions of Clause13.4.	Adhere to Tender Condition
74	Volume III 22.5Payment for underutilized kilometre	Page 88 of 209	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometers shall be calculated on the following basis: Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X 0.5]	22.5.1 If the actual Bus Kilometres is below the assured utilization over a period of six months, then the payment for any underutilized kilometers shall be calculated on the following basis: Payment for underutilized kilometers: = [(Assured km of all contracted buses for the six month period – Actual bus kilometres operated by all available fleet during the relevant period of six calendar months) X PK Fee X1.0~~0.5~~]	Adhere to Tender Condition
75	Volume III 22.7Revision of Fee	Page 89 of 209	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ 1.0% of Basic Quoted Rate from 3rd year of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first two years, there will be no revision for Hiring Charges and any increase in electricity tariff will be borne by Authority only until 1.0 kwh/km and if reduction in electric city tariff will be passed on to Authority.	22.7.1 The Basic Quoted Rate per kilometer for Hiring of Electric AC Buses will be revised annually @ ~~1.0%~~3.0%of Basic Quoted Rate from ~~3rd~~2ndyear of the date of COD throughout the contractual period to accommodate price escalation on account of cost of maintenance, material and manpower. However, for the first ~~two~~ oneyears, there will be no revision for Hiring Charges and any increase in electricity tariff will be borne by Authority only until ~~1.0~~1.3 kwh/km and if reduction in electric city tariff will be passed on to Authority.	Adhere to Tender Condition
76	Volume III 27.1Escrow Account	Page 97 of 209	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	27.1.3 The Authority shall throughout the Contract Period maintain in the Escrow Account, **3 (Three) months**estimated Fee payable to the Service Provider as a revolving fund and for this purpose, the Authority shall replenish with its own resources, any deficit that may arise in maintaining such balance of funds	Adhere to Tender Condition

77	Volume III 32.3.3 In case of authority Default	Page 112 of 209	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: (a) Debt Due (b) 115% (one hundred and fifteen per cent) of the Adjusted Equity; and	Upon Termination on account of BMTC Default, the BMTC shall pay to the successful bidder, by way of Termination Payment, an amount equal to: (a) Debt Due (b) ~~115%(one hundred and fifteen per cent)~~150%(One Hundred and Fifty percent)of the Adjusted Equity; and	Adhere to Tender Condition
78	Volume III Schedule G	Page 157 of 209	01. Release of Order -M 02. Prototype delivery of bus - M+ 60 days -01 bus 03. First Lot - Within three months from the date of supply of prototype bus - 159 buses 04. Delivery of 100% of tendered vehicles - Within six months from the date of supply of prototype bus - 160 buses	01. Release of Order -M 02. Prototype delivery of bus - M+ ~~60~~ 180days -01 bus 03. First Lot - Within ~~three~~ five months from the date of supply of prototype bus - 159 buses 04. Delivery of 100% of tendered vehicles - Within ~~six~~ Nine months from the date of supply of prototype bus - 160 buses	Adhere to Tender Condition
79			Due Date of Bid Submission: 08.12.2023	Kindly request you to extend the tender due date by further 2weeks from the date of release of Pre-Bid Clarifications	The last date for submission has been extended up to 11.12.2023

Note: Fleet availability of 95% has to be read as fleet availability-100%

CME,BMTC CoSP,BMTC CAO-FA,BMTC CTM(O),BMTC CCE-BMTC